



**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

103

CRM-M-16375-2025

Date of Decision : **March 26, 2025**

SUKHWINDER SINGH

.....Petitioner

VERSUS

STATE OF PUNJAB

.....Respondent

CORAM: HON'BLE MR. JUSTICE SANDEEP MOUDGIL

Present : Mr. J.S.Warring, Advocate for the petitioner.

SANDEEP MOUDGIL, J. (Oral)

1. Relief sought

The jurisdiction of this Court has been invoked under Section 482 BNSS seeking pre-arrest bail in case FIR No.23 dated 03.02.2025 (Annexure P-1), under Section 420 IPC, registered at Police Station Talwandi Sabo, District Bathinda.

2. Prosecution story setup in the present case as per the version in the FIR as under:-

“Application for registration of criminal case against the accused Sukhwinder Singh son of Sh. Gurmeet Singh, resident of Vill. Raipur, Tehsil and Distt. Bathinda for committing fraud and cheating with the complainant. Sir, It is submitted as under: 1. That the applicant is a permanent resident of Vill. Sheikhpura, Tehsil Talwandi Sabo, Distt.. Bathinda and he is a peace-loving and law-abiding citizen of India. 2. That the accused, being acquaintance of the applicant, borrowed the amount from the applicant from time to time and in discharge of his lawful existing liability towards applicant, the

accused issued a cheque 132905 dated 17.4.2023 for Rs.23,00,000/- in favour of the applicant from his account no. 921010012447742 maintained by the accused with Axis Bank Ltd., Talwandi Akliya, Distt. Mansa and at the time of issuance of the said cheque, the accused assured the applicant that the said cheque will be honoured as and when presented for encashment of the same. 3. That the accused requested the applicant to present the cheque in question for encashment again in the last week of May 2023 and assured the applicant to get the said account restored and to arrange the sufficient funds in the said account to honour the cheque in question. 4. That believing his assurance, the applicant again presented the said cheque for encashment on 25.5.2023 but the cheque in question again remained dishonoured and has been returned back vide cheque returning memo dated 26.5.2023 with the remarks "Account Closed". 5. That thereafter the applicant got issued a legal notice dated 9.6.2023 upon the accused through Sh. Sukhmander Singh Sandhu, Advocate, Bathinda calling upon the accused to make payment of the dishonoured cheque amount but the accused got issued a reply on 23.6.2023 to the said notice through Sh. Gursewak Singh Sidhu Advocate, Talwandi Sabo wherein the accused intentionally denied his liability and further in the said notice, the accused has disclosed that the cheque in question was never issued in the name of the accused by the concerned bank i.e. Axis Bank Ltd. and he is not holder of the cheque in question. 6. That in the aforesaid reply dated 23.6.2023, the accused has nowhere denied his signatures on the cheque in question rather he has simply alleged that the accused never issued the cheque in question. The accused, knowing fully well that the cheque in question is not pertaining to the accused rather the same is belonging to some other person, illegally and fraudulently mis-used the same and issued the said cheque in favour of the applicant by inserting his own account no.921010012447742 which has already been closed and by putting his own signatures on the said cheque, thereby committing forgery and fabrication besides committing fraud and cheating with the applicant, knowing it fully well that neither the cheque is belonging to the accused nor the account in question is in operation rather the same has already been closed. As such the accused has made himself liable to be prosecuted. It is, therefore, prayed that application may kindly be accepted and the appropriate action may kindly be

taken against the accused and criminal case may kindly be ordered to be registered against sections of IPC.”

3. Contention

On behalf of the petitioner

Learned counsel for the petitioner contends that there is already a complaint preferred on behalf of respondent No.2 under Section 138 of the Negotiable Instruments Act and the factum of dishonouring of the cheque where the petitioner is liable for the same is yet to be adjudicated. He would vehemently contend for facilitating of the FIR on the ground that there is no legally enforceable liability existing *qua* the present petitioner and the cheque to the tune of Rs. 23,00,000/- bearing No.132905 dated 17.4.2023 was issued only as a surety on account of one of his friends Mr. Dheeraj Garg.

Notice of motion.

On behalf of the State

On the asking of the Court, Mr. Jaspal Singh Guru, AAG, Punjab accepts notice on behalf of the respondent-State, who does not controvert the aforesaid fact but opposes the grant of anticipatory bail to the petitioner. Mr. P.K.S.Phooka, Advocate puts in appearance on behalf of the complainant would submit that the petitioner had dishonest intention from the very inception to cheat the complainant and in this regard he has issued a cheque belonging to the mother account, but bearing the signatures of the petitioner.

4. Analysis

Be that as it may, considering the fact that the custodial interrogation is not necessitated, as the case revolves around the fact that the petitioner, if at all has issued a cheque, may be pertaining to the account of his mother or someone else, was only as a surety against the alleged loan amount advanced by the complainant to one Dheeraj Garg.

5. Relief

In the light of above, the petitioner is directed to be released on anticipatory bail subject to him joining investigation with the Investigating Officer concerned within a period of one week from today, on furnishing of personal/surety bonds to his satisfaction for the reason that custodial interrogation of the petitioner is not required as it would be of no fruitful purpose to put the petitioner behind the bars. The petitioner shall also abide by the terms and conditions as envisaged under Section 482(2) of BNSS, which are reproduced below:-

‘When the High Court or the Court of Session makes a direction under sub-section (1), it may include such conditions in such directions in the light of the facts of the particular case, as it may think fit, including-

(i) a condition that the person shall make himself available for interrogation by a police officer as and when required;

(ii) a condition that the person shall not, directly or indirectly, make any inducement, threat or promise to any person acquainted with the facts of the case so as to dissuade him from disclosing such facts to the Court or to any police officer;

(iii) a condition that the person shall not leave India without the previous permission of the Court;

(iv) such other condition as may be imposed under sub-section (3) of section 480, as if the bail were granted under that section.'

However, it is made clear that in case the petitioner does not comply with the aforesaid direction of joining the investigation within a period of one week and comply with the aforesaid condition under Section 482(2) of BNSS, 2023, the order passed by this Court today shall automatically stands cancelled.

In the aforesaid terms, the present petition stands allowed.

(SANDEEP MOUDGIL)
JUDGE

March 26, 2025
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Whether speaking/reasoned. : Yes/No
Whether Reportable. : Yes/No